

CASCADE COUNTY

REQUEST FOR PROPOSALS FOR

FULL BODY SECURITY SCANNER & SERVICES

October 2020

**REQUEST FOR PROPOSAL FOR
FULL BODY SECURITY SCANNER & SERVICES
CASCADE COUNTY, MONTANA**

Project Title: Full Body Security Scanner & Services, Cascade County, Montana

Issue Date: October 4, 2020

I. INTRODUCTION, BACKGROUND, & PURPOSE.

The Cascade County Sheriff's Office, hereafter referred to as "County," is initiating this Request for Proposals ("RFP") to solicit proposals from responsible and qualified firms interested in selling a full dual view body security scanner and services to the Cascade County Adult Detention Center located at 3800 Ulm North Frontage Road, Great Falls, Montana 59404.

II. DEFINITIONS.

Definitions for the purpose of this RFP include:

- "COUNTY" means Cascade County in the State of Montana.
- "CONTRACTOR" means the individual or company whose proposal has been accepted by the County and is awarded a fully executed, written contract.
- "PROPOSAL" means a formal offer submitted in response to this solicitation.
- "RESPONDENT" means an individual or company that submits a proposal in order to attain a contract with the County.
- "REQUEST FOR PROPOSALS (RFP)" means a formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the respondent to suggest various approaches to meet the need at a given price.

III. SCOPE OF WORK AND SERVICES TO BE PROVIDED.

The Contractor must be willing and able to provide, deliver and install a full security body scanner and services which incorporates the specifications as stated below. The following are the features and specifications requested for the proposed service, but are not inclusive:

- Equipment provided should be of the highest quality of the industry standard. Materials purchased through this contract must be new and unused; demonstrator models shall not be acceptable.

- Contractor to guarantee all parts and equipment under this contract against defects for a minimum period of one-year from installation date.
- Contractor to provide inspections and maintenance for all the provided equipment while under warranty or maintenance agreement.
- Contractor to perform all available software updates for equipment purchased while under warranty or maintenance agreement.
- Contractor to advise County of hardware or featured upgrades available and provide them at a discounted rate off list price.

B. PRODUCT SPECIFICATIONS: The Contractor shall provide a Full Dual View Body Scanner system and it must meet the following minimum product specifications:

- 1) Image detectors with filtration system.
- 2) Interface Unit.
- 3) Dosimeter for both x-ray generators that connect to one database attached to the machine.
- 4) An operator workstation providing for imaging, two (2) touchscreen monitors, standard keyboard and mouse.
- 5) Unit must be a self-calibrating system that does not require a technician to be dispatched should the system lose power unexpectedly.
- 6) Local storage of at least 800,000 images.
- 7) X-ray Generator(s) and Detector Array(s) remain stationary during the scanning process.
- 8) Uses low-dose ionizing radiation transmission technology as the primary mode of detection.
- 9) System shall have two (2) independent views; one for the full body and a second dedicated high-resolution torso view. The views must be offset in both vertical and horizontal planes to allow for distinctly different perspectives. Image examples must be provided.
- 10) System/software shall have the ability to be configured to allow operators, supervisors, and administrator levels of access appropriate to the position.
- 11) System/software shall have the ability to allow administrators to generate usage reports detailing statistics for detection from both the operator and the automatic detection software.
- 12) Scanners must meet or exceed American National Standards Institute.
- 13) Automated emergency shut off should x-ray protections fail.
- 14) Load capacity up to 550lbs.
- 15) Ability to offer remote diagnostic capability.
- 16) Not exceed 8 seconds per scan.
- 17) Visual indicator when scanner is in use.
- 18) Ability to detect items concealed in clothing, hair or shoes.
- 19) Ability to automatically detect ingested or internally concealed items; Automatic detection software must place a box on suspected narcotics and display a window of probability of detection on the operator monitor.
- 20) Track number of scans an inmate has received.

- 21) System shall have the capability to locate metallic & non-metallic items, drugs, concealed items, electronic communication devices, precious metals, etc.
- 22) Allow for multiple image filters.
- 23) Security logins for multiple users to operate the scanner.
- 24) Alert operator if an inmate exceeds the number of acceptable scans or dosage limits.
- 25) Ability to give a statistical determination of the likelihood of detected foreign object(s) being contraband.
- 26) Moving platform (no rollers); smooth starting and stopping system; no conveyer belt.
- 27) Ability to print scanned images.
- 28) Ability to archive scanned image to a database.
- 29) Ability to have a comparison feature to display the acquired image with that of a previously acquired image of the same person.
- 30) Ability to maintain a scan history of individual inmates.
- 31) Ability to generate reports of scanning history of inmates pertaining to the daily operations of the scanner.
- 32) Ability to audit scanner usage.
- 33) Ability incorporate barcode scanners, fingerprint reader, Passport scanner or Photo I.D. scanners to auto-populate the identification data of the individual being scanned.
- 34) System shall be an open-frame design, allowing for an unobstructed line of site of the individual being scanned throughout the entire process.
- 35) Duty Cycle 100% - 24hrs continuous operation.
- 36) Must be available to install/train within 30 days of an award and executed contract.

C. WARRANTY AGREEMENT

- All equipment, including software, provided shall be warranted and maintained by the Contractor for the warranty term, at least one year from date of installation. Service downtime must be less than forty-eight (48) hours during the warranty period.
- Contractor shall provide a list of all equipment to be provided, which will include two maintenance manuals and two operator's manuals for the body scanner.
- Warranty brochure shall be submitted with the proposal explaining the warranty coverage and defining specifically what is covered by warranty.
- Provide a free 24-hour helpdesk with an 800-number manned by its employees. Contractor must provide said number in their response to this section.
- All parts and labor for required maintenance and travel expenses incurred by the Contractor will be paid by the Contractor while the warranty agreement is valid.

D. TRAINING:

- Contractor will provide the County with at least two consecutive eight-hour days of training for a minimum of (10) employees unless otherwise agreed upon by the Contractor and County. Such training will utilize the installed equipment.

E. DELIVERY & INSTALLATION:

- County will order pursuant to an executed signed agreement and purchase order (PO).

Delivery shall be made to the Cascade County Detention Center, 3800 Ulm North Frontage Road, Great Falls, Montana, 59404. An appointment will be made for the delivery and installation of the equipment to minimize a disruption in service to the facility. Installation may take place after normal business hours to ensure the minimal disruption and security of the inmates.

- Contractor shall provide all components (parts, labor, equipment, software, networking, internet connectivity, electrical enhancements, etc.) needed for Cascade County to operate the body scanner and at no point will Contractor be permitted to use Cascade County's secure networks.
- Contractor will calibrate the body scanner after installation at no extra cost to the County.
- Contractor will pay all travel expenses incurred for installation of equipment.

IV. PROPOSAL CONTENT.

All proposals should be concise and clear and should convey all the information requested by Cascade County. Emphasis should be on completeness and clarity of content.

It is requested the following section headlines are used in response to this RFP:

- Statement of Qualifications
- Body Scanner product details
- Treatment of Issues
- Product Implementation Schedule
- Cost
- Appendix

A. Statement of Qualifications.

Each Respondent must demonstrate its organization's competence, qualifications, and ability to perform the services requested in this RFP. Requested information shall include:

1. The business entity's legal name, address, and telephone number;

2. Proof of license to do business in the State of Montana and in good standing with the Montana Secretary of State or provide a commitment that it will become licensed in Montana within thirty (30) calendar days of being awarded the contract;
3. The principle(s) of the business entity, their experience and qualifications;
4. Identify the key individuals that will be assigned to Cascade County. List, for each individual, all relevant experience;
5. Description of the business entity's prior experience, including any similar services provided and location;
6. All responses shall include three (3) references that are currently using the system proposed.

Each Respondent must provide a copy of and maintain all necessary licenses, accreditations and certifications in accordance with the Montana laws, rules, regulations and ordinances.

B. Body Scanner Product Details.

The Respondent shall address how the requirements will be satisfied as outlined in Section III, including providing the details on all deliverables, including the proposed scanners make/model, features, dimensions, power requirements, options, upgrades, etc. Include information on the systems image storage capabilities along with expandable storage options, etc. Submit a system brochure and specification sheets with your proposal response.

C. Treatment of Issues.

In this section, Respondent may comment on any of the issues within this RFP, including suggestions on alternative approaches, services, and/or technology offered to include body scanner options or enhancements that might be of interest to the County.

D. Project Schedule.

Respondent must include a detailed implementation timeline with an estimated duration of the project from start to finish in their proposal.

E. Cost of Proposed Project.

All proposal responses should include detailed pricing information; an itemized cost as it relates to the purchase of a full body scanner. Pricing shall include all labor, parts, equipment, supplies, licenses, and freight/delivery, installation, training and travel expenses.

F. Appendix.

Respondent should include in the appendix any additional information or materials which may be helpful to explain or evaluate the proposal.

V. EVALUATION OF PROPOSALS

Evaluation of proposals will be conducted by the Cascade County Board of Commissioners, the Cascade County Sheriff's Office, and the Cascade County Attorney's Office. In reviewing and evaluating proposals, Cascade County will use the following evaluation factors listed below in the order of their respective importance:

1. Conformance to the requirements of this solicitation;
2. Qualifications and experience;
3. Overall Body Scanner Product;
4. Costs;
5. References; and
6. Past performance.

Each Respondent who submits a proposal may make an oral presentation to Cascade County to provide an opportunity for the Respondent to clarify the proposal and ensure mutual understanding. Respondents may NOT change their original proposal submission.

VI. BASIS FOR AWARD.

An award resulting from this RFP shall be awarded to the Respondent whose proposal is determined to be most suitable to furnish, deliver, and implement an inmate commissary based on the evaluation factors set forth herein.

VII. CONTRACTUAL REQUIREMENTS

The successful Respondent, hereafter referred to in this section as "Contractor," will be required to enter and sign a formal contract with Cascade County subject to the following terms and conditions:

A. Length of Contract.

The RFP shall become part of the contract and the contract will be in effective for the duration of a one (1) year contract period beginning from the date all parties sign the contract.

B. Background Checks.

This project requires access to multiple areas within the Cascade County Detention Center and access to confidential County information. As such, the successful respondent and associate personnel must pass a background check prior to the start of work and prior to access to the facility is allowed. The background checks will be completed by Cascade County and may include, but is not limited to, a reference check, criminal history check and active warrant check.

Further, Cascade County reserves the right to deny access to any employee on County property who is identified as a potential threat to the health, safety, security, and operational mission of the County and its public. Should access be denied, the successful respondent shall remove the employee immediately and replace the employee with a suitable substitute, as approved by the County, at no additional cost.

C. Location.

Contractor will be required to install its equipment and all respective accessories and software at the Cascade County Detention Center. Training may be conducted remotely and at the facility, as directed by Cascade County.

D. Minimum Contract Terms.

The agreement will contain, at a minimum, the following provisions:

1. Insurance and Workers' Compensation.

Contractor shall be required to maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. Contractor shall be required to provide professional liability insurance.

Contractor shall purchase and maintain automobile occurrence coverage with combined single limits for bodily injury, personal injury and property damage of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) in aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor, and its employees, agents, representatives, successors, assigns or subcontractors.

In accordance with MCA §§ 39-71-401 and 39-71-405, Contractor agrees to provide workers' compensation insurance for its employees while performing work under this Agreement. Contractor shall provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of the contract.

All insurance policies required must be from an insurance carrier licensed to do business in the State of Montana. Contractor agrees to furnish proof of required insurance to Cascade County prior to commencing work under this Agreement. Cascade County must be listed as an additional insured on the general liability insurance certificate for this Agreement unless otherwise specified by Cascade County.

2. Compliance with Laws and Non-Discrimination.

The Contractor agrees all hiring must be on the basis of merit and qualifications, and not discriminate against any person who performs work thereunder because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. Further, the Contractor agrees to comply with all federal, state, and local laws, rules and regulations, including but not limited to, the Americans with Disabilities Act.

3. Wage & Labor.

Pursuant to MCA § 18-2-401(11)(a), a “public works contract” is defined as “a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000.” **Contractor shall be required to determine if the scope of work and services provided herein constitute a public works contract, necessitating Montana resident preferences and prevailing wage rates which would apply to this work and Contract.** Contractor and any and all subcontractors at any level or tier of work shall give preference to the employment of bona fide Montana residents in the performance of the work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provision in effect and applicable to the County or locality in which the work is being performed (MCA § 18-2-403). At least 50% of the workers, as defined by the Department of Labor and Industry (DOLI), must be bona fide Montana residents (MCA §§ 18-2-401, 18-2-402). The Commissioner of the DOLI has established the standard prevailing rate of wages in accordance with MCA §§ 18-2-401 and 18-2-402. A copy of the rates entitled “State of Montana, Prevailing Wage Rates” are available online at Montana DOLI website at montana.gov. The Commissioner of the Montana DOLI has established the resident requirement in accordance with MCA § 18-2-409. The Contractor and any and all subcontractors at any level or tier of the work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the work to DOLI. The Contractor and any and all subcontractors at any tier or level of the work, and as determined by the Montana DOLI, shall classify all workers in accordance with the State of Montana, Prevailing Wage Rates. In the even the Contractor is unable to classify a worker in accordance with these rates, it shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid. **It is not the responsibility of Cascade County to determine who classifies as a subcontractor or any other persons involved in any aspect of the work at any tier or level.** All such determinations shall be the sole responsibility of the Contractor, subcontractor, or any other persons involved in the project at any tier or level. The Contractor is further required to maintain payroll records in a manner readily capable of being certified for submission under MCA § 18-2-423, for not less than three (3) years after the Contractor’s completion of work on the project. The Contractor is also required to post a statement of all wages and fringe benefits in a visible and accessible location in compliance with MCA § 18- 2-423.

4. Choice of Law.

The Contractor and Cascade County agree that jurisdiction and proper venue exist in the Eighth Judicial District, Cascade County, Montana located in Great Falls, Montana. This Agreement will be construed under and governed by the laws of the State of Montana.

5. Taxes.

In the event the Internal Revenue Services (“IRS”) should determine the Contractor is, according to IRS guidelines, an employee subject to withholding and social security contributions, Contractor shall acknowledge that all payments to Contractor are gross payments and Contractor is responsible for all income taxes and social security payments received prior to such IRS determination.

6. Termination of Contract.

This Agreement may be terminated by either party unilaterally by giving notice of termination in writing at least one hundred twenty (120) days prior to the date of the intended termination.

7. Records.

Contractor shall maintain sufficient records incidental to the performance of this Agreement to enable Cascade County to document the performance of the Agreement. Contractor shall allow access to those records by the Cascade County Sheriff's Office, the County Attorney's Office, and the County Auditor, any independent auditor employed by Cascade County and to representatives of the state or federal government. Records shall be retained for at least seven (7) years after expiration or termination of the Agreement.

8. Public Access to Information.

Contractor acknowledges that the County is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety.

9. Sovereign Immunity.

Cascade County, and any of its respective divisions of local government, acting through the Cascade County Board of Commissioners does not waive governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to them as a local governmental entity under MCA § 2-9-111 and all other state laws.

10. Indemnification.

The Contractor shall defend, indemnify, and hold harmless Cascade County, its officers, agents, employees, successors, and assignees from all claims, liabilities, causes of action or judgments, including the costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the Contractor, its employees, agents, successors, and assignees.

Cascade County shall defend, indemnify, and hold harmless Contractor, its employees, agents, successors, and assignees from all claims, liabilities, demands, cause of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Cascade County, its officers, agents, employees, successors, and assignees.

11. Severability.

If any part of this Agreement is hereafter held to be void, illegal, or unenforceable, the validity of the remaining portions or provisions will remain in effect.

VIII. SCHEDULE.

The following outlines the proposed timing of responses; however, Cascade County reserves the right to modify the dates as necessary. Any changes will be issued in addendums to this RFP.

- October 2nd, 2020: RFP released on Cascade County website.
- October 13th, 2020, 9:00 a.m. MDT: Non-mandatory pre-bid question and answer conference at the Cascade County Sheriff's Office, 3800 Ulm North Frontage Road, Great Falls, MT 59404. (email creeves@cascadecountymt.gov to phone in)
- October 16th, 2020, 5 p.m.: Last day to submit written questions.
- October 30th, 2020, at 5:00 p.m. MDT: Deadline for submission of six (6) hard copies of proposal plus one (1) electronic copy in .pdf or Microsoft Word file format.
- Week of November 2nd, 2020: Interviews with selected Respondents.
- Week of November 16th, 2020: Approval and award of contract by the Board of County Commissioners.

IX. RESPONDENT'S INSTRUCTIONS.

- A. Respondents should direct all questions to:

Sheriff Jesse Slaughter or Undersheriff Cory Reeves
Cascade County Sheriff's Office
3800 Ulm North Frontage Road
Great Falls, MT 59404
(406) 454-6820
Email: jslaughter@cascadecountymt.gov
creeves@cascadecountymt.gov

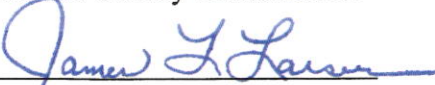
- B. Respondents are only to direct questions in writing to the contact list above. No contact is to be had with the Board of Commissioners.
- C. By October 30th, 2020, at 5:00 p.m. MDT, proposals must be received in a sealed envelope marked on the outside with "RFP Body Scanner Service," and addressed to:

Sheriff Jesse Slaughter or Undersheriff Cory Reeves
Cascade County Sheriff's Office
3800 Ulm North Frontage Road
Great Falls, MT 59404

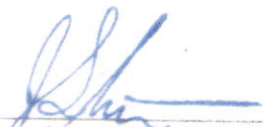
X. DISCLAIMERS.

- A. Cascade County reserves the right to reject all proposals, to negotiate individually with the proposers, and to select a respondent based upon the best interests of Cascade County, which best interests may be based exclusively upon pricing.
- B. Cascade County reserves the right to withdraw the RFP at any time at its sole discretion. Further, Cascade County reserves the right to amend the RFP to correct errors or oversights, or to supply additional information as shall become available, at any time prior to the opening of responsive submissions.
- C. Cascade County reserves the right to eliminate any mandatory, non-material specification or requirements that cannot be met by any of the prospective respondents.
- D. Cascade County reserves the right to request and require clarification at any time during the procurement process and/or require correction of mathematical or other apparent errors and/or to determine a respondent's compliance with the requirements of the RFP.
- E. This RFP does not commit Cascade County to the award of a contract, nor to pay any cost incurred in the preparation, submission or presentation of proposals in anticipation of a contract. Cascade County reserves the right to reject all proposals, portions of proposals or subconsultants/team members, to further modify the scope of work and/or negotiate further with respect to the proposal or to select the firm which in Cascade County's sole judgment provides the best overall proposal with respect to qualifications, experience, financial proposal and staffing abilities.
- F. Nothing in this RFP shall constitute or be construed to create a partnership or joint venture between Cascade County, its officers, employees, agents, representatives, successors, or assignees and the Respondent, its officers, employees, agents, representatives, successors, or assignees. Neither Respondent nor Respondent's employees shall be deemed to be employees of Cascade County.
- G. Proposals submitted in response to this procurement shall become the property of the County. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed and executed by the parties; thereafter, the proposals shall be deemed public records.

Cascade County Commission


James L. Larson, Chairman

Attest:


Jesse Slaughter, Sheriff

Publication Dates: October 4, 2020 & October 11, 2020.